

4-4013

12-05

RECEIVED
MAY 7 1979
RUTGERS UNIVERSITY

AGREEMENT

between the

EDISON TOWNSHIP PARAPROFESSIONAL ASSOCIATION

and the

BOARD OF EDUCATION OF EDISON TOWNSHIP

July 1, 1977 - June 30, 1979

PREAMBLE

This agreement entered into the first day of July, 1977, by and between the Board of Education of the School District of Edison, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the "Board", and the Edison Township Paraprofessional Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 and Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of the employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement, in consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representatives for collective negotiations concerning terms and conditions of employment for all paraprofessionals employed by the Board of Education of the School District of Edison, and excluding all other employees. The term "paraprofessional" shall include those employees who perform the duties outlined in the paraprofessional job description on file in the district personnel office.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968 and Chapter 123, Public Laws 1974 in a good faith effort to meet agreement on all matters concerning the terms and conditions of employment of those employees covered by this agreement. Such negotiations shall begin not later than October 1 of the year when the agreement expires. Any renewal or extension of the agreement shall be reduced to writing, signed by the parties, adopted by the Board, and ratified by the Association.
- B. The Board shall make available to the Association pertinent public records, data and information concerning the staffing and finances of the school district which the Association requests for the purpose of collective bargaining.
- C. Neither party, in any negotiation, shall have any control over the selection of the negotiation representatives of the other party. The parties meeting pledge that their representatives be empowered to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- D. Nothing contained in this agreement shall prevent representatives of the Board and the Association from meeting to review the administration of the agreement and to resolve problems that may arise. Such meetings, if held, are not intended to bypass the grievance procedure. Each party may submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

- E. All meetings between the parties shall take place at a mutually convenient time.
- F. If a mutually acceptable amendment to this agreement is negotiated by the parties, it shall be reduced to writing, be signed by the representatives of the Board and the Association, and be adopted by the Board and ratified by the members of the bargaining unit.
- G. Whenever an employee of the bargaining unit is mutually scheduled by the parties herewith to participate during working hours in grievance meetings or negotiation, they shall suffer no loss in pay.

ARTICLE III

GRIEVANCE PROCEDURE

- A. Definition: "A grievance is a claim by an employee or group of employees similarly situated, or the Association, or their representatives, that he/she has suffered harm by the interpretation, application or violation of policies, agreements, or administrative decisions affecting the employee and/or his/her co-workers."
- B. Procedure
 - 1. A grievance, to be considered under this procedure, must be initiated in writing within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.
 - a. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step within the specified time limit shall be deemed to be waiver

of further appeal of the decision, and the decision at the previous step shall be final and binding on the grievant.

b. It is understood that any employee grievant shall, during and notwithstanding the pending of any grievance, continue to observe all assignments and applicable rules and regulations of the Board.

2. Level I - An employee who has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter informally at that level. The superior shall give a decision within five (5) working days.

3. Level II - The employee grievant, no later than five (5) working days after receipt of the decision of the immediate superior, may appeal the decision to the Superintendent of Schools, with a copy to the Association committee responsible for grievances. The appeal to the Superintendent must be made in writing, specifying:

- a. the nature of the grievance,
- b. the nature and extent of the injury, loss or inconvenience
- c. the result of previous discussions,
- d. the dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days from receipt of the appeal. The Superintendent shall communicate a decision in writing to the employee grievant, to the Association committee responsible for grievances, and to the grievant's immediate superior. The time limits specified herein may be extended by a written agreement to that effect signed by the parties.

4. Level III - If the grievance is not resolved to the grievant's satisfaction within five (5) days after receipt of the Superintendent's decision, grievant may request a review by the Board of Education. The request shall be submitted in writing to the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee grievant and render a decision in writing, and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of receipt of the appeal; or if a hearing is granted, within twenty (20) calendar days of the date of the hearing. The referenced hearing, if granted, shall be held within a reasonable, expeditious time after receipt of the appeal notice.
5. Level IV - If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant, and he/she wishes review by a third party, and if the matter pertains to the provisions of this agreement, and if the Association determines that the matter should be reviewed further, it shall so advise the Board, through the Superintendent, within twenty (20) working days of receipt of the Board's decision. However, the Board's decision shall be final and binding concerning:
 - a. any matter for which a specific method of review is prescribed and expressly set forth by law, or any rule or regulation of the appropriate State agency, or

- b. any matter which, according to law, is either beyond the scope of Board authority, or limited to unilateral action by the Board alone.
6. The following procedure shall be used to secure the services of an arbitrator:
- a. Either party may request the American Arbitration Association to furnish both parties with identical lists of persons eligible to serve as arbitrators. If, however, within ten (10) days from receipt of the original list the parties shall fail to agree upon an arbitrator, either party may request the American Arbitration Association to submit an additional panel. If after submission of a second panel the AAA cannot make a selection from the preferences indicated by the parties, the arbitrator shall be appointed by the AAA.
 - b. It is the function of the advisory arbitrator to interpret the agreement and make issue decisions only regarding matters expressly submitted within the terms of the agreement or policy of the Board. He/she shall consider nothing else; and cannot add to, modify, vary, change or revise any terms of this agreement or a policy of the Board of Education.
 - c. The recommendation of the arbitrator shall be advisory only, and shall not be binding upon the parties unless and until the parties signify in writing that the decision shall have the effect of a binding award. The disposition of any grievance at any step

of the grievance procedure, by agreement between the Board and the Association, shall be final and binding upon the grievant or grievants. Any interpretation of this agreement by the Board and the Association shall be final and binding upon all employees and upon persons affected thereby.

C. Rights of Employee to Representation

1. Any grievant may be represented at all stages of the grievance procedure by an authorized representative of the Association. The individual grievant, however, shall have the right to discuss any grievance informally with any appropriate member of the administration, and may have the grievance adjusted without intervention of the Association, or may process the grievance through the grievance procedure without Association representation. The disposition of a grievance by an individual employee without the intervention of the Association shall not bind the parties in a later grievance.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of the submission of the grievance to the Superintendent, or at any later level, be notified by the Superintendent that the grievance is in existence, and they shall be notified of the results.
 - a. The cost of the services of an arbitrator, including per diem expenses if any and actual and necessary travel and subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
 - b. All meetings and hearings under this procedure shall be held in private.

ARTICLE IV - ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. No approval shall be required.
- B. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- C. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration.
- D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information that shall assist the Association in developing intelligent and accurate programs on behalf of the employees, together with public information which may be necessary for the Association to process any grievance or complaint.
- E. Whenever any representative of the Association or any member of the unit is scheduled by the parties to participate during working hours in meetings or conferences he/she shall suffer no loss in pay.

- F. Representatives of local, state, and national associations may conduct business on school property at all reasonable times upon notification to the building principal and provided the transaction of such business does not interfere with performance of normal duties of personnel involved.

ARTICLE V

RIGHTS OF THE BOARD AND THE EMPLOYEE

- A. The Board reserves to itself sole jurisdiction over matters of policy, and retains the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of this School District, subject to the limitations imposed by this contract and Public Laws 303 and 123, and all other applicable statutes of the State of New Jersey. The Board retains the right to make, post and enforce reasonable rules and regulations governing the conduct of its employees, not inconsistent with this agreement or the laws of the State of New Jersey.
- B. The parties will not discriminate against any employee covered by this agreement because of race, color, creed, sex, national origin, age, Association membership or lack of Association membership.
- C. No employee covered by this agreement shall be disciplined without just cause. Any discipline imposed by the Board shall be subject to the grievance procedure in this agreement. Any dismissal, except as a result of a reduction in force, or any suspension, shall be considered a disciplinary action.

- D. Whenever any employee is required to appear before the Board, Superintendent, or their agent, concerning a matter which could adversely affect the continuation of the employee's employment or her/his salary, the employee shall be entitled to request and be represented by an authorized representative of the Association during such disciplinary meeting. The employee shall be given prior notice of the reasons for such meeting. This provision shall not apply to meetings where discipline or such matters as stated above are not discussed.

ARTICLE VI

PROMOTIONS AND VACANCIES

- A. All promotional opportunities within the bargaining unit shall be posted in the school and district office. Ordinarily they shall be posted at least thirty (30) days before the final date when applications must be submitted, and no less than fifteen (15) days before such date. A copy of the notice will be given to the Association representative at the time of posting. Employees shall submit their applications in writing to the Superintendent's office within the time limit specified. All notices posted shall set out the qualifications for the position, the duties and the rate of compensation. Any change in qualifications shall be made available to the Association.
- B. 1. All employees who meet the qualifications in the job posting shall have the right to make application. No position shall be filled until all applications submitted within the required time limits, from employees meeting

the qualifications have been considered. In all such promotions, preference will be given to qualified employees already employed by the Board if it is within the best interests of the School District.

2. Any individual interested in a lateral transfer within the bargaining unit to another school must make his or her interest known by submitting a letter to the Superintendent indicating such interest.

ARTICLE VII

LEAVES OF ABSENCE

A. Sick Leave

Personnel shall be allowed ten (10) days of sick leave in any school year without loss of pay. All days of sick leave not utilized shall be cumulative. Employees shall be given a written accounting of accumulated sick leave upon written request. Sick leave is defined as absence from duty because of personal illness or quarantine for communicable disease. Upon request, the employee shall present a physician's certificate of illness to the Superintendent or a designee.

B. Personal Leave

1. Personnel may be absent from school duties for one (1) day without loss of pay each year. No reason is needed, and this shall be non-cumulative.

C. Leave Due to Death in Family

1. Death in the immediate family
 - a. Personnel may be absent from school without loss of pay for a period not to exceed three (3) days. Days school is not in session shall be subtracted from this total.

b. Definition: Immediate family is construed to mean parents, spouse, child, sister, brother, grandparents and in-laws.

2. Personnel may be absent from school without loss of pay for a period of one (1) day because of the death of a near relative or other relative living in the household.

a. Definition: A near relative may be construed to mean uncle, aunt, niece, nephew.

D. Maternity Leave

A pregnant employee shall, upon written application supported by a physician's statement certifying that the employee is pregnant and the anticipated birth date, be granted a leave of absence without pay to a date three months beyond the anticipated date of birth. Such employee will normally be granted such leave at the conclusion of her sixth month except if a physician approves work to a later date and states the last date employee is to work. At the expiration of the period of absence, the employee must notify her supervisor that she is ready to resume work. Such notification shall be accompanied by a certificate from a physician stating that the employee is fit to resume work.

Upon the recommendation of the Superintendent and the approval of the Board, an employee may leave at a later date and return at an earlier date than provided herein. In cases of stillbirth, an employee may return at an earlier date.

E. Other Leaves of Absence

A leave of absence without pay may be granted by the Board, in its discretion, for the purposes of caring for a sick member of the employee's immediate family, or for any other purpose deemed satisfactory by the Board.

- F. The Board will pay the full cost of tuition incurred in connection with any course, workshop, training session or other job-related session an employee is required or receives permission to attend from the administration. The employee shall be compensated for time spent in actual attendance at said session at her regular straight-time pay.

ARTICLE VIII

SICK LEAVE PAYMENT

- A. Effective school year 77-78, unused personal days (P days) may be converted to sick days (A days), and added to the member's accumulated sick leave.
- B. Effective July 1, 1978, upon retirement, members will receive payment for sick days earned in the Edison school district.
- C. Effective July 1, 1978, upon leaving the district, members who have completed 15 years of service in Edison, will receive payment for sick days accumulated in Edison.
- D. Effective July 1, 1978, payment for unused accumulated sick leave will be for 50% of the eligible days at the rate of \$5.00 per day.
- E. Effective July 1, 1979, payment for unused accumulated sick leave will be for 100% of eligible days at the rate of \$5.00 per day.

ARTICLE IX

INSURANCE PROTECTION

- A. Any employee in the bargaining unit may participate in the Board of Education's hospital, medical-surgical, and major-medical group insurance program at the prevailing group rate.

such coverage shall be borne by the employee. Employees shall participate in the plan under the rule and regulations regarding eligibility and coverage presently in effect.

- B. The Board shall provide, at no cost to the employee, the same dental coverage and prescription coverage as are provided for other employees.

ARTICLE X

WORK DAY AND WORK YEAR

- A. Probationary Period

Each employee within the bargaining unit shall be hired on a ninety (90) calendar day probationary period. During the probationary period, such employee may be discharged or suspended for any reason, with or without cause, and such discharge or suspension shall not be subject to the grievance and advisory arbitration provisions of this agreement. Upon completion of the probationary period such employee shall have access to the procedures and privileges of this contract.

- B. Work Day and Work Year

The regular work week for full-time paraprofessionals shall be 27 1/2 hours per week, 5 1/2 hours per day exclusive of a lunch period. The work week for part-time paraprofessionals shall be determined proportionally. The work year for paraprofessionals in the Edison school system shall be the same as that for teachers.

- C. On the last school day of each school year, paraprofessionals shall be required to work hours which are proportionate, in terms of their daily work hours, to the number of hours teachers are required to work.

ARTICLE XI

SENIORITY AND JOB SECURITY

The Board agrees to notify members of the unit prior to the close of the school year as to their employment status for the succeeding school year, in three categories:

- 1) Reemployment assured
- 2) Reemployment probable
- 3) Reemployment unlikely

Such notification shall be based on the member's seniority in the district, provided the member's annual evaluation indicates a satisfactory level of performance.

Assignment to a specific school shall be confirmed no later than one (1) week prior to the start of the school year.

ARTICLE XII

TRANSFERS AND REASSIGNMENT

- A. Any known paraprofessional vacancy for the following school year shall be posted no later than April 30. Members of the unit who wish to apply for said vacancy must do so within fifteen (15) working days.
- B. Paraprofessionals who desire to transfer to another school shall file a written statement of such desire with the Superintendent not later than March 1.
- C. Determination of transfers, both voluntary and involuntary, will only be made after the best interest of the paraprofessional and the school system are taken into consideration.

ARTICLE XIII
EMPLOYEE EVALUATION

A. General Criteria

1. Open Evaluation

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

2. Copies of Evaluation

An employee shall be given a copy of any visit or evaluation report prepared by the evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without the knowledge of the employee. The employee shall sign and return her/his completed evaluation. Signature shall not imply agreement with contents.

3. The paraprofessional shall also have the right to submit a written answer to such material and her/his answer shall be reviewed by the Superintendent or designee and attached to the file copy.

4. Any complaints regarding a paraprofessional made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a paraprofessional shall be promptly investigated and called to the attention of the paraprofessional. She/he shall be given an opportunity to respond and/or rebut any such complaint.

ARTICLE XIV

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of all paraprofessionals dues for the Edison Township Paraprofessional Association and affiliates in compliance with NJSA 52:14-5.9e and rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Edison Township Paraprofessional Association by the 15th of each month following the monthly pay period in which deductions are made. Prior to deductions, authorization cards, in conformity with NJSA 52:14-15.19e shall be filed with the Board of Education.

To assist in the administration of this procedure, the Association should provide the Secretary of the Board of Education, by August 1 of each year, an alphabetical list of members authorizing payroll deduction, indicating the monthly amount of each member's deduction.

- B. The Board will deduct from the salaries of bargaining unit employees monies for local, State and/or National Educational Paraprofessional Association's service and programs, provided the paraprofessional, individually and voluntarily, authorizes the Board to make such deductions. The Board will transmit the monies promptly to the designated associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the designated Association. The employee and the ETPA agree to hold the Board harmless from all claims and suits which may arise by virtue of its deductions and transmittal of such service to the designated Association pursuant to executed voluntary authorization cards.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. This agreement constitutes Board and Association Policy for the term of said Agreement, and the parties shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. If any provision of this agreement is held by a court of competent jurisdiction or Federal or State administrative agency to be unlawful or is superseded, then such provision shall become void and unenforceable except to the extent permitted by law. In such cases, all provisions not held to be unlawful or superseded, of this agreement, shall continue in full force and effect.
- C. Any individual agreement proposed between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If any individual agreement contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- D. Any employee beginning work within five school days of the opening of school shall be given full increment credit for one year of service. Any employee beginning work after five schools days but before February 1, shall be given increment credit for one-half year of service.
- E. Ordinarily, an employee who is resigning is expected to give thirty (30) days notice, and must give a minimum of fifteen (15) days notice.

- F. Except in emergencies, supervisory personnel shall make every effort to assign members of the unit only to duties appropriate to their position and consistent with their general job description.
- G. Unless otherwise provided in this agreement nothing contained herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.
- H. Copies of this agreement shall be duplicated at the expense of the Board within thirty (30) days after the agreement is signed and presented to all employees now employed or hereafter employed.
- I. During the terms of this agreement, the Association will refrain from striking or job actions of an illegal nature.
- J. This agreement shall become effective as of the first day of July, 1977, and shall remain in effect until midnight, June 30, 1979, or until a successor agreement has been properly negotiated.
- K. There shall be a re-opener on the first anniversary of this Agreement. The parties shall meet to negotiate possible changes in salary guide and health benefits only, to become effective July 1, 1978.

1977-78
Salary Guide

<u>Step</u>	<u>Per Day</u>
1	\$ 23.50
2	24.50
3	26.00
4	27.00

For the Board: _____

For the Association: _____